

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
UPPER LAS VEGAS WASH FACILITY STUDY

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of August, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are generally identified in the 2002 Master Plan, Structures No. UPWE 0000 thru UPWE 0447 and UPEA 0000 thru UPEA 0257 which is tributary to LVUP 0910 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, an Interlocal Contract for the pre-design of the Upper Las Vegas Wash Facility Study was entered into between the DISTRICT and the CITY on August 14, 2003; and

WHEREAS, the CITY wishes to extend the completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following

SECTION III – GENERAL paragraphs 13, 14, 15 and 16 shall be revised to read as follows:

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss of destruction of property.
14. Any costs found to be improperly allocated to the PROJECT will be refunded by the CITY to the DISTRICT.

15. The items covered in Section II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to August 14, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the interlocal contract dated August 14, 2003 shall remain unchanged.

IN WITNESS WHEREOF, this First Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

August 10, 2006
ATTEST:

BY: Lawrence L. Brown III
LAWRENCE L. BROWN, III, Chairman

Carolyn
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

ATTEST:

BY: _____
OSCAR B. GOODMAN, Mayor

BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM
Thomas R. Green 8/21/06
Thomas R. Green Date
Deputy City Attorney

LEGEND

Proposed Regional Facility

Future Regional Facility

Existing Regional Facility

UPWE 0447

UPWE 0424

0400

UPWE 0000

UPEA 0152

UPEA 0141

UPEA 0151

UPEA 0140

UPEA 0257

UPEA 0246

UPWE 0000

SKY POINTE

LOG CABIN

MOCCASIN

UPEA 0000

EXHIBIT A Upper Las Vegas Wash Facility Study